



Quanta U.S. Holdings, Inc.
10 Rockefeller Plaza, 3rd Floor
New York, NY 10020

August 4, 2005

Ms. Connie Riddell
International Risk Group, LLC
7991 Shaffer Parkway Suite 100
Littleton, CO 80127

**RE: Sunflower Army Ammunition Plant
Binder Confirmation
RCC Policy Number RCC 2000-422**

Dear Connie:

Thank you for placing this business with Quanta Environmentalsm. We are delighted to bind Remediation Cost Cap coverage (contingent upon satisfaction of any Subjectivities set forth herein) as indicated below.

Client Information

Named Insured: Sunflower Redevelopment, LLC

Policy Information

Policy Number: RCC 2000-422
Writing Company: Quanta Specialty Lines Insurance Company
Policy Form: Remediation Cost Capsm Form RCC 10001 (Ed. 11/03)
Remediation Period: August 4, 2005 to August 4, 2015
Remediation Project Site: Sunflower Army Ammunition Plant Solid Waste Management Units, Areas of Concern and MEC areas as described in Endorsement No. 4
Policy Limits: \$50,000,000 Aggregate
The Aggregate Limit is not reinstated annually.
Self Insured Retention: \$125,660,000

Policy Modifications

- 1 Contingent Named Insured Endorsement
- 2 Cancellation Condition Endorsement
- 3 Disclosed Documents Endorsement
- 4 Remediation Project Site Endorsement
- 5 Terrorism Exclusion – assumes TRIA is not purchased

This insurance policy is written by an insurer(s) not licensed by the State of New York, not subject to its supervision, and not protected, in the event of the insolvency of the insurer, by the New York State security funds. The policy may not be subject to all of the regulations of the insurance department pertaining to policy forms.



- 6 Approved Contractor Endorsement
- 7 Remediation Plan Endorsement
- 8 Status and Cost Reports Endorsement
- 9 Remediation Exclusion Endorsement
- 10 Non Compliance Exclusion
- 11 Termination Date Endorsement
- 12 MEC Sublimit Endorsement
- 13 SWMU 66 Surface Water Endorsement
- 14. Supervising Authority Manuscript Endorsement
- 15. Duties of the Named Insured Manuscript Endorsement
- 16 Changes Condition Manuscript

Premium Information

Gross Premium: \$5,558,000

Payment Terms: 20 days from binding

Please note the company shall not be liable for any tax or fee imposed on the premium under this policy and it is your responsibility to ensure all applicable premium taxes and fees are collected and paid. The premium amount stated above does not include any such taxes or fees.

**Terrorism Risk
Insurance Act of
2002**

TRIA Coverage: ☐ Accepted

TRIA Premium: \$ N/A

x Rejected

The Terrorism Risk Insurance Program which was established by the Terrorism Risk Insurance Act of 2002 is scheduled to terminate on December 31, 2005. The terrorism coverage you have purchased, if any, will be provided for the period from the effective date of your policy to December 31, 2005. We will not provide you with any terrorism coverage after December 31, 2005, except as may be required by law. In such case we will contact you. Additional premium may be required.

Subjectivities

n/a



General Conditions

All of the terms and conditions of the policy to be issued are hereby incorporated into this binder letter. This binder terminates upon the earlier of: (i) cancellation; (ii) issuance of the policy, or (iii) failure to meet one or more of the conditions outlined above.

We appreciate this opportunity and look forward to conducting more business with your firm.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Reynolds B. Renshaw", written on a light-colored, slightly textured background.

Reynolds B. Renshaw
Vice President and RCC Product Line Manager
Quanta U.S. Holdings, Inc.

Tel: 703.318.1661

Fax: 703.318.3972

Email: rbrenshaw@quantaholdings.com